

Contract

Between **Dr. John P. Haisken-DeNew**, residing in **Essen, Germany**, hereafter known as „AUTHOR“ and **(PLEASE COMPLETE IN BLOCK LETTERS)**

Title _____

(e.g. Mr./Ms/Mrs./ Dr.
Prof / Prof. Dr. etc)

First Name _____

(e.g. Fred)

Family Name _____

(e.g. Smith)

Position _____

(e.g. Student, Professor)

Institute / Univ _____

(e.g. Univ of Colorado)

Department _____

(e.g. Dept of Economics)

Street / PO Box _____

(e.g. 123 Anywhere St.)

City _____

(e.g. Denver, Colorado)

State/Prov _____

Postal Code _____

(e.g. 12345)

Country _____

(e.g. United States)

Email _____

(e.g. fred@colorado.edu)

Telephone _____ / _____ / _____ / _____

(e.g. +1-905-555-1212)

(Country Code)

(Area Code)

(Main Telephone Number)

(Extension)

hereafter known as “USER”.

This contract is only valid when:

- (a) the contract has been signed by each named person in all appropriate areas**
- (b) statement in each person’s own handwriting named in the contract has been completed**
- (c) the USER has initialled every page of this contract**
- (d) the appropriate donation to a named CHARITY has been made**
- (e) the AUTHOR has signed the contract.**

Contracts signed after 01.03.2008, using a contract dated in the header of the contract with a date prior to 01.03.2008 are invalid.

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Definition of Terms

| | |
|-----------------------|--|
| PRODUCT | The Add-On Package written for Stata [®] , called PanelWhiz. |
| AUTHOR | Dr. John P. Haisken-DeNew. |
| USER | The person named in this contract wishing to use the PRODUCT. |
| CONTRACT | This contract. |
| PLUGINS | PanelWhiz specific-programs written as Stata Add-ons. |
| UNICEF | The United Nations Children's Fund (http://www.unicef.org) |
| WFP | The United Nations World Food Programme (http://www.wfp.org) |
| SOS | SOS-Kinderdörfer /Children's Villages (http://www.sos-kinderdoerfer.de/) (http://www.sos-usa.org) (http://www.soschildrensvillages.org.uk/) |
| DONATION | The amount PRODUCT users donate to UNICEF or WFP or SOS. |
| CHARITY | The only charities recognized for purposes of the DONATION are UNICEF, WFP and SOS. |
| DATA PROVIDER | A person or organisation providing micro data, such as for example, the DIW Berlin for the German Socio-Economic Panel. |
| USER ASSISTANT | The single named person assisting the USER. This person is a student research assistant enrolled at a university or college and must be either employed or enrolled at the same institution as the USER. |
| ADDITIONAL USERS | These are named persons in the CONTRACT in addition to the USER and the USER ASSISTANT who have access to the PRODUCT. |
| NETWORK ADMINISTRATOR | A person who installs and manages computer files, but not having any right to use the PRODUCT for any research purpose. |

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CONDITIONS of this CONTRACT

1. Place of adjudication is Essen, Germany.
2. The author and sole owner of the PRODUCT copyright is the AUTHOR.
3. The USER as named above has a non-exclusive right to use the product in accordance with all contractual conditions, upon finalisation of all conditions of the CONTRACT.
4. Although the PRODUCT has been written correctly to the best knowledge of the AUTHOR, the AUTHOR provides the PRODUCT without warranty or guarantee of any kind. The AUTHOR assumes no responsibility for the correctness of any micro data supplied by data providers.
5. **The USER must assess whether the PRODUCT fulfils his/her needs and whether the PRODUCT supports datasets and years of data required by the USER before ordering and signing a CONTRACT. The PRODUCT only supports the most current distribution of any supported data set from the DATA PROVIDERS. Specifically, older distributions of data are explicitly NOT supported.**
6. The CONTRACT is valid for one year of data distribution. The USER is required explicitly to renew his/her CONTRACT within 60 DAYS after the latest full release of the PRODUCT for a particular data set. If the USER does not renew his/her CONTRACT as defined by (§16) for a particular data set, the USER will be excluded from any updated information and must delete any and all copies of the PRODUCT for that particular data set. If the USER has no longer any data sets that have been renewed, then the USER must delete the entire PRODUCT including any copies.
7. Should the USER prepare any written report of ANY kind e.g. working paper, journal article, thesis, dissertation, news report, commissioned report, based on data extracted using the PRODUCT, the USER is required to state the following:

In the (i) first available footnote (or endnote) of the report or on the first available text page of the report, or (ii) in the data description section, recognition of the use of the PRODUCT in the following form:

"The data used in this paper was extracted using the Add-On package PanelWhiz for Stata®. PanelWhiz (<http://www.PanelWhiz.eu>) was written by Dr. John P. Haisken-DeNew (john@PanelWhiz.eu). See Haisken-DeNew and Hahn (2006) for details. The PanelWhiz generated DO file to retrieve the data used here is available from me upon request. Any data or computational errors in this paper are my own."

Should the text be in a language other than English, the USER is required by this CONTRACT to translate this statement into that language, while maintaining content and intent.

The following paper must be cited in the text and in the literature reference section of the document:

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Haisken-DeNew, John P. and Markus Hahn (2006) "PanelWhiz: A Flexible Modularized Stata Interface for Accessing Large Scale Panel Data Sets", mimeo (<http://www.PanelWhiz.eu>).

The USER will be advised of any changes to the exact citation of the paper, should its publication/citation status change.

8. Should the USER use any PLUGINS distributed either directly with the PRODUCT or made available through the PRODUCT website, the USER is additionally required to state the name of EACH author and list the number of plugins actually used from that plugin author in the (i) first available footnote (or endnote) of the report or on the first available text page of the report, or (ii) in the data description section, for example:

"The following authors supplied PanelWhiz Plugins used to ensure longitudinal consistency, John P. Haisken-DeNew (8), Markus Hahn (10). The PanelWhiz Plugins are available from me upon request. Any data or computational errors in this paper are my own."

The actual list depends on the actual PRODUCT PLUGINS used and their respective authors. Should the text be in a language other than English, the USER is required by this CONTRACT to translate this statement into that language, while maintaining content and intent.

9. Should the USER make any visual or verbal presentation based on data extracted using the PRODUCT e.g. a conference presentation, a seminar etc., the USER is required to write the same text as in (§7) and (§8) on the slide or overhead transparency in the **same font and font size** as the main text in the presentation. If the presentation is exclusively verbal, the intention of the citation statements in (§7) and (§8) must be reproduced verbally.

Should the text be in a language other than English, the USER is required by this CONTRACT to translate the statement in (§8) into that language, while maintaining content and intent. The slide containing the notice must be included in a slide in which the data used in the presentation are described.

10. Failure to make the statements above in (§7), (§8) and (§9) in any and all documents (written, electronic, or otherwise) using the PRODUCT in any way is considered to be product and academic theft. In such case, the USER must immediately erase any and all copies of the product and any and all datasets or documentation resulting from use of the PRODUCT. The USER agrees to pay €1000 (ONE THOUSAND EURO) to a named CHARITY of the AUTHOR's choice for each infraction, up to a maximum of €10000,- (TEN THOUSAND EURO) liability, after which the contract between USER and AUTHOR immediately becomes void, with the following notable exception.

Often, the time between completing research and the final publication of such research can be very long. However, even after the USER, ADDITIONAL USER have stopped using the product or no longer have a valid CONTRACT, they are still bound by the terms defined in (§7) through (§9). Any and all documents or presentations resulting from data retrieved using the PRODUCT

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must continue to cite use of the PRODUCT as defined in (§7) through (§9).

In case of a breach of contract by the USER or USER ASSISTANT or ADDITIONAL USERS, the AUTHOR may at his discretion cancel the CONTRACT without refund for ALL named parties.

Examples of infractions:

- Example A: A paper presented at any seminar, conference or workshop having violated any of rules (§7)- (§9).
- Example B: A commissioned report submitted to the commissioner having violated any of rules (§7)- (§9).
- Example C: A dissertation or thesis submitted to a degree granting institution having violated any of rules (§7)- (§9).
- Example D: A paper or report publicly available on any web server having violated any of rules (§7)- (§9).

11. All files installed and copied to the USER's computer using the internet setup tool "pwnetupdate.ado" belong to the PRODUCT (unless explicitly mentioned) and as such may never be provided or made available in whole or in part to anyone else other than the person named in this CONTRACT below as USER ASSISTANT, or ADDITIONAL USERS. Exception to this are any files ending in *.EXE or *.DLL which are used to unpack archives in the installation procedure.

At no time may the USER or USER ASSISTANT, ADDITIONAL USERS, provide or make available any passwords provided by the AUTHOR to access the PRODUCT to any persons to not named in this CONTRACT.

At no time may the USER, USER ASSISTANT and ADDITIONAL USERS place the PRODUCT or any components of the PRODUCT on any server or media allowing persons not named in this CONTRACT access to the PRODUCT. Failure to abide by these conditions is considered to be product and academic theft and constitutes an infraction outlined by (§10).

At no time may the USER, USER ASSISTANT or ADDITIONAL USERS use, copy or reproduce any files from the PRODUCT to be used with **any other** Stata programs, Stata plugins or add-ons to access any other data sets than those supported explicitly in PanelWhiz by the AUTHOR.

A notable exception applies to (§11). The USER, USER ASSISTANT and ADDITIONAL USERS must make the original generated DO file (created by the PRODUCT) and any PRODUCT PLUGINS used in a paper or report as defined in (§7) written by persons other than the USER, USER ASSISTANT, ADDITIONAL USERS available to others for academic documentation purposes.

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12. The AUTHOR reserves the right to cancel the CONTRACT with the USER at any time **without reason** by providing written notice and at his discretion, either by
- (i) personally reimbursing to the USER the DONATION amount given by the USER for that year or
 - (ii) allowing the contract to run out and not allow a future renewal.

The USER is then required to provide within 30 days of receipt of the cancellation of the CONTRACT written confirmation of the destruction of any and all copies of the PRODUCT, to be sent by registered mail to the AUTHOR. The contract between AUTHOR and USER is then considered void with the exception outlined in (§10).

The AUTHOR reserves the right not to enter into a CONTRACT with anyone at all times.

The AUTHOR reserves the right to refuse any person without stated reason listed as USER, ASSISTANT, ADDITIONAL USER.

13. The PRODUCT is known to run correctly with the Windows[®], UNIX[®] and Mac[®] version of **Stata[®] SE/MP version 9.2 and 10.0**. Nothing is known about the suitability of this product for other versions of Stata[®] or other platforms. The USER himself/herself must purchase appropriate licenses of Stata[®]. The AUTHOR does not act in any manner on behalf of Stata Corp of College Station, Texas, owner of the Stata[®] Trademark and uses the name Stata[®] only to identify the program required to run the PRODUCT.
14. The AUTHOR is not responsible for changes in the underlying Stata[®] program which are beyond the control of the AUTHOR, which impair the USER's use of the PRODUCT.
15. The CONTRACT is valid only between the USER, USER ASSISTANT, ADDITIONAL USERS **at the stated INSTITUTION of the stated USER**. The USER, USER ASSISTANT, ADDITIONAL USERS **must be enrolled or employed by contract at the same university or institute**. This CONTRACT may not be transferred, sold, traded, given or bequeathed under any circumstance.
16. There is no purchase price for use of this PRODUCT. Instead the USER makes a DONATION to a named CHARITY in this CONTRACT. This may be UNICEF, WFP or SOS. The donation may be made at any of the country specific offices of these charities or online. The minimum level of donation PER LICENCED PRODUCT is determined by country of residence:

| Country of Residence | Donation / Data Set |
|-----------------------------|----------------------------|
| Euro-Zone | min € 20,- |
| United States | min US\$ 20,- |
| United Kingdom | min £ 10,- |
| Australia | min A\$ 20,- |
| Elsewhere | min € 20,- equivalent |

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Examples for Residents of the Euro-Zone:

- Example A: 1 Professor, 1 Assistant, 2 Additional Users = €60
- Example B: 1 Professor, 1 Assistant = €20
- Example C: 1 Professor = €20

Examples for Residents of the United States of America:

- Example A: 1 Professor, 1 Assistant, 2 Additional Users = US\$ 60
- Example B: 1 Professor, 1 Assistant = US\$ 20
- Example C: 1 Professor = US\$ 20

Examples for Residents of the United Kingdom:

- Example A: 1 Professor, 1 Assistant, 2 Additional Users = £ 30
- Example B: 1 Professor, 1 Assistant = £ 10
- Example C: 1 Professor = £ 10

Examples for Resident of the Australia:

- Example A: 1 Professor, 1 Assistant, 2 Additional Users = A\$ 60
- Example B: 1 Professor, 1 Assistant = A\$ 20
- Example C: 1 Professor = A\$ 20

Written proof of donation must be supplied before the fully completed CONTRACT is considered to be complete. A copy of the DONATION receipt is required. The USER may keep the original DONATION receipt for his own use.

The USER must make certain beforehand that the USER (and any other persons named in this CONTRACT) is willing to abide by all aspects and requirements of the CONTRACT before making the DONATION to the CHARITY. The DONATION itself does not constitute a CONTRACT. Under no circumstance can “refunds” be made to any USERS who are not willing to abide by all aspects and requirements of this CONTRACT.

Exception 1: Employees of the **RWI Essen** (only with current valid employment contracts) are exempt from the DONATION requirements listed in (§16).

Exception 2: Employees of the **DIW Berlin** in the division “**SOEP**” (only with current valid employment contracts) or current students from the “**Graduate Center of DIW Berlin**” are exempt from the DONATION requirements listed in (§16), **ONLY with respect to PanelWhiz for SOEP**. All other data packages require a DONATION. Employees of the **DIW Berlin** division “**Public Economics**” require explicit prior written approval, before requesting permission to use the PRODUCT or making a DONATION as per (§16).

Exception 3: Employees of the **Melbourne Institute, HILDA Division** (only with current valid employment contracts) are exempt from the donation requirements listed in (§16), **ONLY with respect to PanelWhiz for HILDA**. All other data packages require a DONATION.

Exception 4: Employees of the **Essex University, BHPS Division** (only with current valid employment contracts) are exempt from the donation

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requirements listed in (§16), **ONLY with respect to PanelWhiz for BHPS**. All other data packages require a DONATION.

All other conditions apply.

17. The person named above as USER may list **one single additional person** as a research assistant, without requiring an additional DONATION as defined in (§16). This additional ASSISTANT must be named in this CONTRACT. **An ASSISTANT for the purposes of this contract may only be an undergraduate, graduate or post-doctoral student currently registered at a university or college.** The one ASSISTANT is NOT required to make a DONATION as defined in (§16). The USER and any ASSISTANT are however jointly liable for any infraction by the ASSISTANT.
18. Persons who need access to the PRODUCT for the **sole purpose** of installing the software, such as a NETWORK ADMINISTRATOR, are NOT required to be named in the contract. They are however forbidden to make the PRODUCT available to anyone else not named in the contract or use the PRODUCT themselves in any manner. The USER is personally responsible to ensure that all conditions of this CONTRACT are carried out by ALL persons he/she gives access to the PRODUCT. The USER and NETWORK ADMINISTRATOR are jointly liable for any infraction made by the NETWORK ADMINISTRATOR.
19. ADDITIONAL USERs, being employees or research assistants of the named USER wishing to use the PRODUCT are required equally to sign this agreement. The USER must make a DONATION as defined in (§16) for each ADDITIONAL USER listed in this CONTRACT. All ADDITIONAL USERs are bound by all aspects of this contract. The USER and ADDITIONAL USERs are jointly liable for any infraction.
20. The USER listed above must have at all times a valid and current user contract with the DATA PROVIDER (e.g. DIW Berlin for the SOEP or FaCSIA for the HILDA). If the User contract with the DATA PROVIDER is no longer valid for any reason, the USER must destroy any and all copies of the PRODUCT. The USER must in such case provide written confirmation of the destruction of the PRODUCT to the AUTHOR within 30 days of cessation of having a valid contract with the DATA PROVIDER.
21. The AUTHOR does not distribute any legally protected micro data in any manner. All protected micro data (falling under legal protection) must be acquired from the DATA PROVIDER directly (e.g. DIW Berlin for the SOEP or FaCSIA for the HILDA or the Data Archive for the BHPS).
22. **The USER CONTRACT only becomes valid when ALL PAGES of the USER CONTRACT have been printed out, completed and in the appropriate places, a signature has been given. Applications for the PRODUCT that do not contain a complete printout of ALL PAGES of the CONTRACT will be IGNORED. EACH AND EVERY PAGE MUST BE INITIALED BY THE USER. See bottom right of every page.**

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Statement by the USER: Please write in your own **(the USER's)** hand-writing:

"I will abide by the conditions of this contract. I understand that use of PanelWhiz and any external plugins used must be cited in all publications or presentations based on data retrieved by PanelWhiz."

Signature of USER

Name _____

Packages SOEP HILDA IAB-Betriebspanel

BHPS _____ _____

City / Date _____

Signature _____

Signature of AUTHOR (to be filled out by the AUTHOR)

Name Dr. John P. Haisken-DeNew _____

City / Date Essen, Germany _____

Signature _____

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This page is only used if the USER defines a USER ASSISTANT.

Statement by the USER ASSISTANT: Please write in your own **(the USER ASSISTANT's)** hand-writing:

"I will abide by the conditions of this contract. I understand that use of PanelWhiz and any external plugins used must be cited in all publications or presentations based on data retrieved by PanelWhiz."

Details for USER ASSISTANT

Name _____

Position _____
(must be an undergraduate or graduate or a post-doctoral student at USER's Institution AND currently registered at a University or College)

Email _____

Telephone _____

Packages **Identical to USER**

City / Date _____

Signature _____

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This page is only used if more licenses are required than for the USER and USER ASSISTANT.

This form page may be copied any number of times and added to the contract to accommodate any number of ADDITIONAL USERS.

Statement by ADDITIONAL USER: Please write in your own (the **ADDITIONAL USER's**) hand-writing:

"I will abide by the conditions of this contract. I understand that use of PanelWhiz and any external plugins used must be cited in all publications or presentations based on data retrieved by PanelWhiz."

Details for ADDITIONAL USER Number _____ (write in a number, e.g. "2")

Name _____

Position _____
(must be at USER's Institution and Department)

Email _____

Telephone _____

Packages **identical to USER**

City / Date _____

Signature _____
(must be ADDITIONAL USER's signature)

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